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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

RAILPROS, INC.,  
Plaintiff,  
v.

OLSSON, INC., A Nebraska  
corporation; KAREN HANKINSON,  
an individual; LANCE KIPPEN, an  
individual; and DOES 1 through 50  
inclusive,  
Defendants.

Case No. 8:23-cv-01612-JWH-DFM  
**STIPULATED PROTECTIVE ORDER**

Complaint Filed: August 29, 2023  
Trial Date: None Set  
District Judge: Hon. John W. Holcomb  
Magistrate Judge: Hon. Douglas F.  
McCormick

## I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

## II. GOOD CAUSE STATEMENT

This action is likely to involve employees' personal contact information, pay records, time keeping records, employment policies, trade secrets, and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to

adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

### III. DEFINITIONS

A. Action: *RailPros, Inc. v. Olsson, Inc. et. al.*, Case No. 8:23-cv-01612-JWH-DFM.

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. "CONFIDENTIAL" Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

F. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

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1 G. Expert: A person with specialized knowledge or experience in a matter  
 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
 3 an expert witness or as a consultant in this Action.

4 H. House Counsel: Attorneys who are employees of a party to this Action.  
 5 House Counsel does not include Outside Counsel of Record or any other outside  
 6 counsel.

7 I. Non-Party: Any natural person, partnership, corporation, association, or  
 8 other legal entity not named as a Party to this action.

9 J. Outside Counsel of Record: Attorneys who are not employees of a party  
 10 to this Action but are retained to represent or advise a party to this Action and have  
 11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
 12 has appeared on behalf of that party, and includes support staff.

13 K. Party: Any party to this Action, including all of its officers, directors,  
 14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
 15 support staffs).

16 L. Producing Party: A Party or Non-Party that produces Disclosure or  
 17 Discovery Material in this Action.

18 M. Professional Vendors: Persons or entities that provide litigation support  
 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
 21 their employees and subcontractors.

22 N. Protected Material: Any Disclosure or Discovery Material that is  
 23 designated as "CONFIDENTIAL."

24 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
 25 from a Producing Party.

#### 26 IV. SCOPE

27 A. The protections conferred by this Stipulation and Order cover not only  
 28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 B. Any use of Protected Material at trial shall be governed by the orders of  
5 the trial judge. This Order does not govern the use of Protected Material at trial.

## 6 V. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
9 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
10 the later of (1) dismissal of all claims and defenses in this Action, with or without  
11 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
13 for filing any motions or applications for extension of time pursuant to applicable law.

## 14 VI. DESIGNATING PROTECTED MATERIAL

### 15 A. Exercise of Restraint and Care in Designating Material for Protection

16 1. Each Party or Non-Party that designates information or items for  
17 protection under this Order must take care to limit any such designation to  
18 specific material that qualifies under the appropriate standards. The  
19 Designating Party must designate for protection only those parts of material,  
20 documents, items, or oral or written communications that qualify so that other  
21 portions of the material, documents, items, or communications for which  
22 protection is not warranted are not swept unjustifiably within the ambit of this  
23 Order.

24 2. Mass, indiscriminate, or routinized designations are prohibited.  
25 Designations that are shown to be clearly unjustified or that have been made for  
26 an improper purpose (e.g., to unnecessarily encumber the case development  
27 process or to impose unnecessary expenses and burdens on other parties) may  
28 expose the Designating Party to sanctions.

1           3. If it comes to a Designating Party's attention that information or  
2 items that it designated for protection do not qualify for protection, that  
3 Designating Party must promptly notify all other Parties that it is withdrawing  
4 the inapplicable designation.

5       B. Manner and Timing of Designations

6           1. Except as otherwise provided in this Order (*see, e.g.*, Section  
7 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery  
8 Material that qualifies for protection under this Order must be clearly so  
9 designated before the material is disclosed or produced.

10          2. Designation in conformity with this Order requires the following:

11           a. For information in documentary form (e.g., paper or  
12 electronic documents, but excluding transcripts of depositions or other  
13 pretrial or trial proceedings), that the Producing Party affix at a  
14 minimum, the legend "CONFIDENTIAL" (hereinafter  
15 "CONFIDENTIAL legend"), to each page that contains protected  
16 material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify  
18 the protected portion(s) (e.g., by making appropriate markings in the  
19 margins).

20           b. A Party or Non-Party that makes original documents  
21 available for inspection need not designate them for protection until  
22 after the inspecting Party has indicated which documents it would like  
23 copied and produced. During the inspection and before the  
24 designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL." After the inspecting Party has  
26 identified the documents it wants copied and produced, the Producing  
27 Party must determine which documents, or portions thereof, qualify  
28 for protection under this Order. Then, before producing the specified

documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

#### C. Inadvertent Failure to Designate

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

### VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

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C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

### **A. Basic Principles**

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

B. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

1. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

2. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;



1           3. Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4           4. The Court and its personnel;

5           5. Court reporters and their staff;

6           6. Professional jury or trial consultants, mock jurors, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this Action and who  
8 have signed the “Acknowledgment and Agreement to be Bound” attached as  
9 Exhibit A hereto;

10          7. The author or recipient of a document containing the information  
11 or a custodian or other person who otherwise possessed or knew the  
12 information;

13          8. During their depositions, witnesses, and attorneys for witnesses, in  
14 the Action to whom disclosure is reasonably necessary provided: (i) the  
15 deposing party requests that the witness sign the “Acknowledgment and  
16 Agreement to Be Bound;” and (ii) they will not be permitted to keep any  
17 confidential information unless they sign the “Acknowledgment and Agreement  
18 to Be Bound,” unless otherwise agreed by the Designating Party or ordered by  
19 the Court. Pages of transcribed deposition testimony or exhibits to depositions  
20 that reveal Protected Material may be separately bound by the court reporter and  
21 may not be disclosed to anyone except as permitted under this Stipulated  
22 Protective Order; and

23          9. Any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

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**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

1 B. In the event that a Party is required, by a valid discovery request, to  
 2 produce a Non-Party's confidential information in its possession, and the Party is  
 3 subject to an agreement with the Non-Party not to produce the Non-Party's  
 4 confidential information, then the Party shall:

5 1. Promptly notify in writing the Requesting Party and the Non-Party  
 6 that some or all of the information requested is subject to a confidentiality  
 7 agreement with a Non-Party;

8 2. Promptly provide the Non-Party with a copy of the Stipulated  
 9 Protective Order in this Action, the relevant discovery request(s), and a  
 10 reasonably specific description of the information requested; and

11 3. Make the information requested available for inspection by the  
 12 Non-Party, if requested.

13 C. If the Non-Party fails to seek a protective order from this court within 14  
 14 days of receiving the notice and accompanying information, the Receiving Party may  
 15 produce the Non-Party's confidential information responsive to the discovery request.  
 16 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
 17 any information in its possession or control that is subject to the confidentiality  
 18 agreement with the Non-Party before a determination by the court. Absent a court  
 19 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
 20 protection in this court of its Protected Material.

## 21 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 23 Protected Material to any person or in any circumstance not authorized under this  
 24 Stipulated Protective Order, the Receiving Party must immediately (1) notify in  
 25 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
 26 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or  
 27 persons to whom unauthorized disclosures were made of all the terms of this Order,

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1 and (4) request such person or persons to execute the “Acknowledgment and  
2 Agreement to be Bound” that is attached hereto as Exhibit A.

3 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection,  
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
9 may be established in an e-discovery order that provides for production without prior  
10 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
11 parties reach an agreement on the effect of disclosure of a communication or  
12 information covered by the attorney-client privilege or work product protection, the  
13 parties may incorporate their agreement in the Stipulated Protective Order submitted  
14 to the Court.

15 **XIII. MISCELLANEOUS**

16 A. Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 B. Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order, no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 C. Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
26 Protected Material at issue. If a Party's request to file Protected Material under seal is  
27 denied by the Court, then the Receiving Party may file the information in the public  
28 record unless otherwise instructed by the Court.

#### XIV. FINAL DISPOSITION

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

[signatures on following page]

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1 DATED: December 14, 2023

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

2  
3  
4 By: /s/ Vanoohi Torossian

5 David A. Garcia  
6 Carlos Bacio  
7 Vanoohi Torossian  
Attorneys for Plaintiff RailPros, Inc.

8 DATED: December 14, 2023

WATT, TIEDER, HOFFAR &  
FITZGERALD, L.L.P.

9  
10  
11 By: /s/ Colin C. Holley

12 Colin C. Holley  
13 Attorneys for Defendants Karen  
Hankinson and Lance Kippen

14 DATED: December 14, 2023

HIRSCHFELD KRAEMER LLP

15  
16  
17 By: /s/ Hieu T. Williams

18 Hieu T. Williams  
19 Benjamin J. Harold  
Attorneys for Defendant Olsson, Inc.

20  
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22  
23 DATED: December 15, 2023

24   
Hon. Douglas F. McCormick  
25 United States Magistrate  
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**ATTESTATION**

Pursuant to local rule 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whole behalf the filing is submitted, concur in the filing's content and have authorized its filing.

DATED: December 14, 2023

/s/ Vanoohi Torossian

Vanoohi Torossian



**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have  
 read in its entirety and understand the Stipulated Protective Order that was issue by  
 the United States District Court for the Central District of California on [DATE] in the  
 case of *RailPros, Inc. v. Olsson, Inc. et.al.*, Case No. 8:23-cv-01612-JWH-DFM. I  
 agree to comply with and to be bound by all the terms of this Stipulated Protective  
 Order and I understand and acknowledge that failure to so comply could expose me to  
 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated  
 Protective Order to any person or entity except in strict compliance with the provisions  
 of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or type  
 full name] of \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action  
 or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_